## BOOK 1207 FASE 447

TO HAVE AND TO HOLD the Property in fee simple/for all the term of years yet to come and unexpired therein with the benefit of renewal, subject to the payment of the annual ground rent of N/A

Dollars (\$ ), payable semi-annually and day of in each and every year.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands and will execute such further assurances of the same as may be requisite.

## BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

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- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
- 2. Funds for Taxes and Insurance. Subject to applicable law, or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments water and sewer charges and other public and quasi-public dues and charges, the ground rents on the Property, if any, plus one-twelfth of yearly premium on the policies of mortgage and fire and extended coverage insurance, plus one-twelfth of yearly condominium or homeownership fees, if any, and unless otherwise directed by Lender (such taxes, assessments, charges, premiums, rents and fees being called collectively "Assessments" ), all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Assessments paid to the Lender shall be held by the Lender in trust solely for the purposes indicated. Such deposit as required by this Deed of Trust shall be known as the "Assessments Account", and shall be maintained as a separate account on the books of the Lender. Borrower shall promptly pay all of the Assessments when and as the same shall become due and payable and charge such payments to the Assessments Account. If required by applicable law, Lender shall credit to the Assessments Account interest thereon at a rate of not less than that required by such law, computed on the average monthly balance accrued in such Assessments Account.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable before the due dates of the Assessments, shall exceed the amount required to pay the Assessments, as they fall due, such excess shall be credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender are insufficient to pay the Assessments, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately before the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, then to amounts payable to Lender by Borrower under paragraph 2 hereof, and then to interest and principal on any Future Advances.